

This document was prepared by Morris & Associates, 2309 Oliver Road
Monroe, Louisiana 71201 Telephone (318) 330-9020

Lot 314, Section F, Fairfield Meadows, in Sec 32, T1S, R8W, DeSoto County, Mississippi

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DeSoto

WHEREAS, on the 28th day of April, 2006, Keely Brown-Benson executed a Deed of Trust to Lem Adams, III, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2465 at Page 72; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

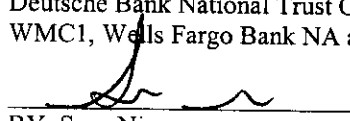
WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 18th day of January, 2007.

Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corporation Trust 2006-WMC1, Wells Fargo Bank NA as its attorney in fact


BY: Sean Nix
Vice President Loan Documentation

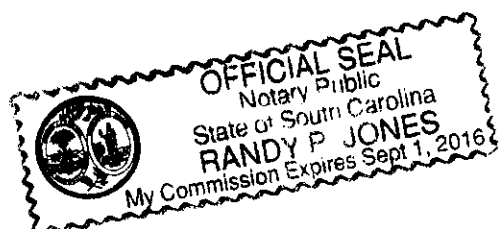
STATE OF South Carolina
COUNTY OF York

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Sean Nix known personally to me to be the Vice President Loan Documentation of the within named Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corporation Trust 2006-WMC1, Wells Fargo Bank NA as its attorney in fact and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 18th day of January, 2007


NOTARY PUBLIC

MY COMMISSION EXPIRES:
F07-0047
JH



Morris
Assoc 30

When Recorded Mail To:

[Wells Fargo Bank, National Association
1 Home Campus
Des Moines, Iowa 50328]

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California 92705, as Trustee (the "Trustee") pursuant to that Morgan Stanley ABS Capital I Inc. Trust 2006-HE4 Pooling and Servicing Agreement, dated as of June 1, 2006, among Morgan Stanley ABS Capital I Inc., as depositor (the "Depositor"), Wells Fargo Bank, National Association, as a servicer and a custodian ("Wells Fargo"), NC Capital Corporation, as a responsible party ("NC Capital"), WMC Mortgage Corp., as a responsible party ("WMC"), Decision One Mortgage Company, LLC, as a responsible party ("Decision One"), LaSalle Bank National Association, as a custodian (the "Custodian") and the Trustee hereby constitutes and appoints Wells Fargo by and through Wells Fargo's officers, the Trustee's true and lawful Attorney in fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by Wells Fargo pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Wells Fargo is acting as servicer. This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;

- c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-fact shall be effective as of June 23, 2006.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by Wells Fargo to the Trustee under the Agreement, or (ii) be construed to grant Wells Fargo the power to initiate or defend any suit, litigation or proceeding in the name of the Trustee except as specifically provided for herein. If Wells Fargo receives any notice of suit, litigation or proceeding in the name of the Trustee, then Wells Fargo shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to Wells Fargo under the Agreement or to allow Wells Fargo [to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

Wells Fargo hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by Wells Fargo of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 12th day of October, 2006.

Deutsche Bank National Trust Company, as
Trustee

By: Melissa Wilman

Name: Melissa Wilman

Title: Vice President

Acknowledged and Agreed
[Wells Fargo Bank, National Association]

By: _____

Name:

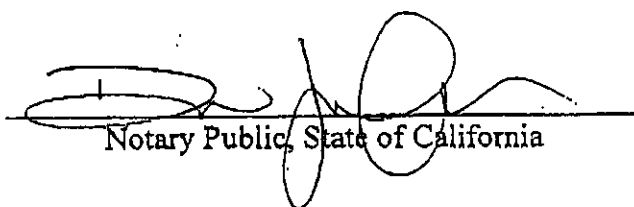
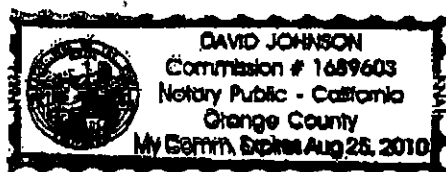
Title:

STATE OF CALIFORNIA
COUNTY OF ORANGE

On October 12, 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Melissa Wilman of Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2006-HE4, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Notary Public, State of California

